

REMARKS/ARGUMENTS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

In the outstanding Action, Claim 1-13 are pending. Claims 1-13 are amended by the present response. Support for amendments to the claims can be found in the disclosure as originally filed. Thus, no new matter is added.

In the outstanding Office Action, Claims 1-13 were rejected under 35 U.S.C. §112, second paragraph, as indefinite; Claims 1-9 were rejected under 35 U.S.C. §101, as directed to non-statutory subject matter; Claims 1-8 and 10-13 under 35 U.S.C. §103(a) as unpatentable over Conklin (U.S. Pat. No. 6,141,653) in view of Keresman (U.S. Pat. Pub. No. 2002/0046169); and Claim 9 was rejected under 35 U.S.C. §103(a) as unpatentable over Conklin and Keresman in further view of Hele (WO 02/039358).

With respect to the rejection of Claims 1-13 under 35 U.S.C. §112, second paragraph, as indefinite, Claims 1-13 have been significantly amended to address matters of clarity and to better conform with U.S. claim drafting practice. Accordingly, Applicants respectfully request that the rejection of Claims 1-13 under 35 U.S.C. §112, second paragraph, be withdrawn.

With respect to the rejection of Claims 1-9 under 35 U.S.C. §101, as directed to non-statutory subject matter, Claim 1 has been amended to clearly recite that the computerized transaction server includes a processor and the validation module is implemented by the processor. Accordingly, Applicants respectfully request that the rejection of Claims 1-9 under 35 U.S.C. §101 be withdrawn.

Addressing now the rejection of Claims 1-8 and 10-13 under 35 U.S.C. §103(a) as unpatentable over Conklin and Keresman, Applicants respectfully traverse this rejection in light of the amendments to Claims 1 and 10. Applicants note that the amendments to Claims

1 and 10 provide further detail regarding the contract negotiation processing as was suggested on page 18 of the outstanding Action.

Claim 1 recites in part,

...an evaluation module configured to evaluate the data values input via the data input fields on the basis of the assigned business rules and configured to generate a corresponding evaluation result, and

a plurality of contract negotiation process units configured to indicate a contract price via the user interface, to request and receive an agreement relating to the conclusion of a contract from the service user via the user interface, and to store a concluded contract;

a control module configured to activate a first one of the data input modules, to activate the evaluation module in the case of a positive validation result, and to automatically select and activate a further one of the data input modules or one of the plurality of contract negotiation process units based on the evaluation result,

wherein the plurality of contract negotiation process units indicate a contract price based on the data value input via the data input fields and based on a first predetermined criteria when a positive evaluation result is determined and based on a second predetermined criteria when a negative evaluation result is determined.

Claim 10 recites a corresponding computer readable medium claim.

Conklin describes a multivariate negotiation engine that enables participants to negotiate a final set of terms for a contract.

However, Conklin does not describe or suggest a plurality of contract negotiation process units configured to indicate a contract price via the user interface, to request and receive an agreement relating to the conclusion of a contract from the service user via the user interface, and to store a concluded contract, wherein the plurality of contract negotiation process units indicate a contract price based on the data value input via the data input fields and based on a first predetermined criteria when a positive evaluation result is determined and based on a second predetermined criteria when a negative evaluation result is determined.

Thus, while Conklin describes that two entities can use the multivariate negotiation engine to gather information as well as make offers and counter offers, etc, Conklin never describes that a plurality of contract negotiation process units are configured to indicate a contract price via the user interface based on the data value input via the data input fields and based on a first predetermined criteria when a positive evaluation result is determined and based on a second predetermined criteria when a negative evaluation result is determined.

In other words, while the claimed invention is able to make automated business rule based decisions which enable certain information to be collected which can be used to determine a contract price, such a process is never described or suggested in Conklin.

Furthermore, the outstanding Action cites Keresman as curing the deficiencies of Conklin with regard to the claimed invention.

Keresman describes a method for carrying out commercial transactions. Further, Keresman describes that an alternate shipping address can be saved for future access by an account holder.

However, Keresman does not describe or suggest a plurality of contract negotiation process units configured to indicate a contract price via the user interface, to request and receive an agreement relating to the conclusion of a contract from the service user via the user interface, and to store a concluded contract, wherein the plurality of contract negotiation process units indicate a contract price based on the data value input via the data input fields and based on a first predetermined criteria when a positive evaluation result is determined and based on a second predetermined criteria when a negative evaluation result is determined.

Thus, Applicants respectfully submit that Claim 1 and similarly Claim 10 and claims depending respectively therefrom, patentably distinguish over Conklin and Keresman considered individually or in combination.

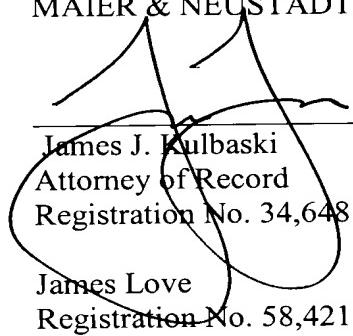
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Moreover, the further cited Hele reference does not cure the deficiencies of Conklin and Keresman with regard to the claimed invention.

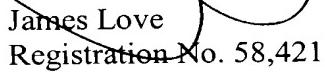
Consequently, in light of the above discussion and in view of the present amendment, the present application is believed to be in condition for allowance and an early and favorable action to that effect is respectfully requested.

Respectfully submitted,

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